

78-10
3426**Warranty Deed**

034764

KNOW ALL MEN BY THESE PRESENTS, that we, Alan D. Lewis and Chalmer Lewis, Trustees, under the Lewis Living Trust dated May 5, 1993 and any amendments thereto, whose address is 464 Main Street, Waterville, County of Kennebec, State of Maine, for consideration paid

grant to Alan D. Lewis and Chalmer Lewis, as joint tenants and not as tenants in common, their heirs and assigns forever,

**NO TRANSFER
TAX PAID**

With Warranty Covenants, interest in the land in Waterville, Kennebec County, State of Maine, together with the buildings thereon, bounded and described as follows:

Beginning at an iron rod in the westerly line of Upper Main Street at the northeasterly corner of land conveyed to Richard S. Norton and known and described as Lot 5 on Plan of Mountain Farm made by Carl H. Crane, Reg. C.E., May 1963; thence at approximately right angles to the westerly line of said Upper Main Street along the northerly line of land of said Norton to the southeasterly line of land now or formerly of the President and Trustees of Colby College; thence in a northeasterly direction along the southeasterly line of land of the President and Trustees of Colby College to an iron pin; thence in an easterly direction along the southerly line of land of the President and Trustees of Colby College 426 feet to an iron pin in the westerly line of said Upper Main Street; thence in a southerly direction along the westerly line of said Upper Main Street 200 feet to the northeasterly corner of land of said Norton and the point of beginning.

Being Lot 6 on said Plan above-mentioned.

The above-described parcel of land is conveyed subject to the following restrictions:

1. Said lot shall be used only for residential purposes, and not more than one residence and the outbuildings thereof, such as a garage, shall occupy said lot or any part thereof, at any one time, nor shall said lots be subdivided or so sold or leased in parcels, nor shall any buildings at any time situate on said lot be used for business or manufacturing purposes.
2. Any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts on Main Street shall not be erected nearer from the westerly line of Upper Main Street than the easterly wall of the building now or formerly used or occupied as a homestead by Richard S. Norton.
3. Each residence, or other outbuildings, including garages, erected on any lot, must provide a space at least 25 feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots.
4. The cost of each main building on these lots shall be at least \$15,000.00, exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.
5. No placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.
6. No fences or construction of any kind other than a dwelling, garage, and appurtenances shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

Wayne R. Theriault, Esquire
Attorney at Law
One Financial Place
222 Kennedy Memorial Dr.
Waterville, ME 04901

7. No cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.
8. If any owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.

9. Said lots are conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and applicable to all lots in Kennebec County sold after March 1, 1964, by the within grantor, and for a violation of the terms hereof, or any of them, by the said grantees herein named, or any person or persons holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantor, their heirs and assigns, or the owner of any lot or lots on said plan of lots to proceed at law or in equity to compel compliance with the terms thereof. The grantor herein shall not be held responsible for the enforcement of the foregoing restrictions.

Being the same premises conveyed by Alan D. Lewis to Alan D. Lewis and Chalmer M. Lewis, Trustees, or their successors in trust under the Lewis Living Trust dated May 5, 1993 and any amendments thereto, dated June 29, 1993 and recorded in the Kennebec County Registry of Deeds in Book 4427, Page 174.

To have and to hold the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said Grantees, their heirs and assigns, to them and their use and behoof forever.

And we do covenant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey to the said Grantees to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we have hereunto set our hands this 12th day of the month of October, A.D. 1993.

Signed and Delivered in
the presence of

Wayne R. Theriault
Wayne R. Theriault

Alan D. Lewis
Alan D. Lewis, Trustee
Chalmer Lewis
Chalmer Lewis, Trustee

State of Maine
County of Kennebec

ss.

10/12, 1993

Then personally appeared the above named Alan D. Lewis and Chalmer Lewis in their said capacity as Trustees of the Lewis Living Trust dated May 5, 1993 and any amendments thereto and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Monica J. Small
Notary Public

MONICA J. SMALL
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 13, 2000

RECEIVED KENNEBEC SS.

1993 OCT 18 AM 9:00

ATTEST: Theresa B. Moore
REGISTER OF DEEDS